

CITY OF FAIRFIELD

RESOLUTION NO. 2017 - 219

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE
SOLANO TRANSPORTATION AUTHORITY AND THE CITY OF FAIRFIELD FOR
THE SUISUN VALLEY ROAD BUS STOP PROJECT

WHEREAS, funding through the State Transit Assistance Funds (STAF) in the amount of \$200,000 has been made available to the City of Fairfield for new SolanoExpress bus stops; and

WHEREAS, Solano Transportation Authority, the two intercity transit operators that operate the SolanoExpress intercity transit service, and the SolanoExpress Transit Consortium have identified the need to construct two new bus stops for the SolanoExpress intercity transit service at the Solano Community College Main Campus in Fairfield on Suisun Valley Parkway; and

WHEREAS, the City of Fairfield is required to enter into a funding agreement with the Solano Transportation Authority prior to the receipt of those funds.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to execute on behalf of the City of Fairfield, a Funding Agreement between the Solano Transportation Authority, and the City of Fairfield for the Suisun Valley Road Bus Stop, which is in a form approved by the City Attorney.

PASSED AND ADOPTED this 19th day of September, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy, Vaccaro
NONE

ABSTAIN: COUNCILMEMBERS: None
Mayor, F. Price
MAYOR

ATTEST:
Karen L. Bees
CITY CLERK

pw



**FUNDING AGREEMENT
BETWEEN
THE SOLANO TRANSPORTATION AUTHORITY
AND
THE CITY OF FAIRFIELD
FOR SOLANOEXPRESS CAPITAL IMPROVEMENTS AT
THE SOLANO COMMUNITY COLLEGE MAIN CAMPUS**

THIS FUNDING AGREEMENT ("Agreement") is entered into as of 4/4/18, 2018 between the SOLANO TRANSPORTATION AUTHORITY ("STA"), a joint/powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Fairfield and Vallejo, and the CITY OF FAIRFIELD ("City"), a municipal corporation. Unless identified, the public agencies may be commonly referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, STA was created in 1990 through a Joint Powers Agreement between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Fairfield, Vallejo and the County of Solano to serve as the Congestion Management Agency (CMA) for Solano; and

WHEREAS, STA, as the CMA for the Solano area, partners with various transportation and planning agencies, to set countywide transportation priorities and to coordinate the delivery of transportation projects in furtherance of the identified transportation priorities; and

WHEREAS, an identified priority is SolanoExpress which provides intercity transit service that connects the City of Fairfield to other Solano County cities, the Bay Area and Bay Area Rapid Transit (BART), Sacramento, UC Davis and the Solano Community College campuses; and

WHEREAS; STA, the two intercity transit operators that operate the SolanoExpress intercity transit service, and the SolanoExpress Transit Consortium have identified the need to replace construct two new bus stops for the SolanoExpress intercity transit service at the Solano Community College Main Campus in Fairfield on Suisun Valley Parkway; and

WHEREAS; Fairfield desires to partner with STA to construct the new bus stops to serve Solano Community College and surrounding properties in Fairfield as depicted in Exhibit A (the "Project").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

Part I **Description of Project**

This project consists of the design and construction of two bus stops, one for eastbound traffic and one for westbound traffic on Suisun Valley Parkway, near the Solano Community College campus in Fairfield.

Part II **Respective Roles and Responsibilities**

A. City's Role and Responsibilities.

City agrees to:

1. Prepare a Project Budget (including Construction Cost Estimates) based on the established funding limit of \$200,000
2. Deliver the Project, as shown in Exhibit A, no later than July 1, 2018, unless otherwise agreed to by the parties.
3. Submit invoices at the completion of the following milestones:
 - a. Completion of Site layout and Shelter configuration for approval
 - b. Project Design completion and preparation of Project Construction Estimate.
 - c. Completion of Construction
 - d. Or quarterly invoices stipulating progress since last invoice

B. STA's Role and Responsibilities.

STA agrees to provide:

1. Review project conceptual design (shelter configuration) and monitor implementation of project to ensure it is consistent with new SolanoExpress Bus Service Plan.
2. Process invoices for payment for reimbursement to the City up to a maximum of \$200,000.

C. Mutual Responsibilities.

The Parties agree to communicate information in a timely format and provide direction as needed so as to not impact the Project Schedule. To the extent that any Party is not performing its duties under this Agreement in such a manner as to impact either the schedule and/or Project funding, the Parties agree to meet and confer to resolve any dispute.

Part III **Funding**

STA agrees to reimburse City up to \$200,000 for the Project. To the extent that costs are anticipated to exceed \$200,000, City agrees to notify STA in advance of such cost overruns in which case, STA, in its sole discretion, may add additional funds or modify the scope of the Project to remain within the established budget of \$200,000.

Part IV
General Terms and Conditions

A. Term of Agreement

This Agreement shall remain in effect through the filing of the Notice of Completion on the Project or the completion of the reimbursement by City, whichever is later, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may also be terminated due to Project funding shortfalls or other unforeseen event(s), as mutually agreed to by the Parties.

B. Indemnification

1. STA to indemnify City

STA agrees to indemnify, defend, protect, hold harmless, and release City, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'City'), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of STA. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve STA of any obligation imposed by this Section. City shall notify STA within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, City's failure to notify STA within said thirty (30) day time limit shall not relieve STA of any obligation imposed by this Section unless STA has been actually prejudiced by such delay.

2. City to indemnify STA

City agrees to indemnify, defend, protect, hold harmless, and release the STA, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'STA') from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of City. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, STA may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Section. STA shall notify City within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, STA's failure to notify City within said thirty (30) day time limit shall not relieve City of any obligation imposed by this Section unless City has been actually prejudiced by such delay.

3. Each Party to defend itself for concurrent claims

STA agrees to defend itself, and City agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of both STA and City in the performance of this Agreement. In such cases, STA and City agree to retain their

own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

4. Joint Defense

Notwithstanding subparagraph 3 above, in cases where STA and City agree in writing to a joint defense, STA and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of City and STA in the performance of this Agreement. Joint defense counsel shall be selected by mutual agreement of STA and City. STA and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. STA and City further agree that neither Party may bind the other to a settlement agreement without the written consent of both STA and City.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, STA and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

C. Insurance

1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than twenty-five million dollars (\$25,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.

2. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Each Party will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor or subcontractor.

D. No Waiver

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

E. Assignability

No Party to this Agreement shall assign or transfer any interest nor performing any duties or obligations, without the prior written consent of the other Parties, and any attempt by a Party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

F. Governing Law and Venue

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of California with venue residing in Solano County.

G. Force Majeure

No Party shall be liable or deemed in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Party.

H. Notices

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

SOLANO TRANSPORTATION
AUTHORITY
Janet Adams, Director of Projects
Attention: Robert Guerrero, Senior Project
Manager
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585

CITY OF FAIRFIELD
George Hicks, Director of Public Works
Attention: Ryan Panganiban, Senior Civil
Engineer
City of Fairfield
1000 Webster
Fairfield, CA 94533

I. Subcontracts

Within the funds allocated by the Parties under this Agreement, any Party may be authorized to contract for any and all of the tasks necessary to undertake the projects or studies contemplated by this Agreement.

J. Prior Agreements and Amendments

This Agreement represents the entire agreement of the Parties regarding the matter described, and no representation, warranties, inducements or oral agreements have been made by the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

K. Severability

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid such provision shall be severable and shall not impair the enforceability of any other provision of this Agreement.

L. Compliance with all Laws

The Parties shall observe and comply with all federal, state and local laws, ordinances, and codes including those of the Federal Highway Administration (FHWA) and Federal Transit Authority (FTA).

M. Non-Discrimination Clause

1. During performing this Agreement, the Parties and their subcontractors shall deny no benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated under it (Title 2, California Code of Regulations, section 7285.0, et seq.), Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement the foregoing, as such statutes and regulations may be amended from time to time.

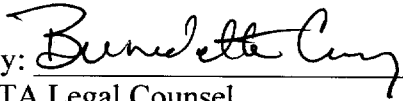
N. Access to Records and Retention

All Parties, acting through their duly authorized representative, and any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of the Parties, shall have access to any books, documents, papers and records of any Party directly pertinent to the matter of this Agreement to make audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

This Agreement was executed by the Parties on the day and year first written above.

SOLANO TRANSPORTATION AUTHORITY

By: 
Daryl K. Halls, Executive Director

By: 
STA Legal Counsel

CITY OF FAIRFIELD

By: 
David White, City Manager 

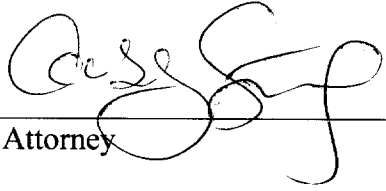
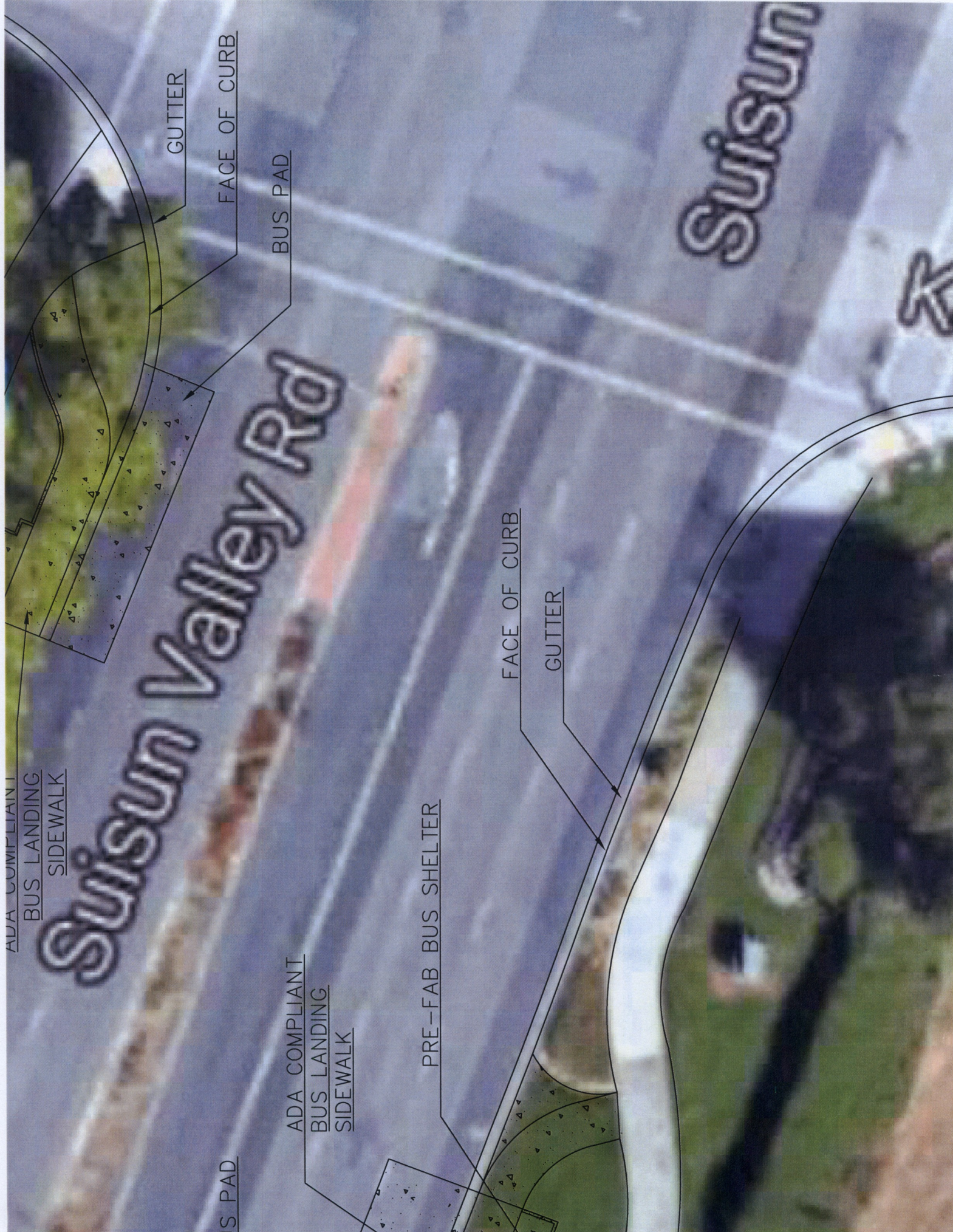
By: 
For City Attorney

Exhibit A

SCOPE OF WORK





ADA COMPLIANT
BUS LANDING
SIDEWALK

Swisum Valley Rd

Swisum

GUTTER

FACE OF CURB

BUS PAD

BUS PAD

ADA COMPLIANT
BUS LANDING
SIDEWALK

PRE-FAB BUS SHELTER

FACE OF CURB

GUTTER